

FILED

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2012 SEP 11 PM 3:22

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

Attorneys for Defendant COURTNEY LOVE COBAIN

JESSICA LABRIE, an individual,

Plaintiff,

vs.

COURTNEY LOVE COBAIN,
an individual; and DOES 1 through 25,
inclusive

Defendants.

) Case No CV12-

CV12-7793-64K
(JLG)

NOTICE OF REMOVAL

[DEMAND FOR JURY TRIAL]

1 Defendant Courtney Love Cobain ("Love"), by its undersigned counsel, has filed this
2 Notice of Removal pursuant to 28 U.S.C. §§ 1441 and 1446, *et seq.*, from the Superior
3 Court of the State of California for the County of Los Angeles, West Judicial District, to the
4 United States District Court for the Central District of California. This Court has original
5 jurisdiction over this matter pursuant to 28 U.S.C. § 1332, in that the parties share complete
6 diversity of citizenship and the amount in controversy exceeds \$75,000. In support of this
7 Notice of Removal, Love states the following facts which entitle her to remove:

8 **The State Court Action**

9 1. On or about July 10, 2012, plaintiff Jessica Labrie ("Labrie") commenced a
10 civil action by filing a complaint in the Superior Court of the State of California for the
11 County of Los Angeles, West Judicial District, captioned *Jessica Labrie v. Courtney Love*
12 *Cobain and DOES 1 through 25, inclusive*, Case No. BC 488024 (the "Complaint"). The
13 complaint consists of eleven counts – Wrongful Constructive Termination In Violation of
14 Public Policy (three separate counts), Failure to Reimburse Reasonable Business Expenses,
15 Failure to Pay Wages, Failure To Pay Overtime, False Promise, International
16 Misrepresentation, Negligent Misrepresentation, Breach of Contract and Intentional
17 Infliction of Emotional Distress.

18 2. A copy of the Complaint is attached hereto as **Exhibit A** as required by 28
19 U.S.C. 1446(a).

20 **Jurisdiction**

21 3. This action is a civil action of which this Court has original jurisdiction under
22 under 28 U.S.C. § 1332, and one which may be removed to this Court pursuant to the
23 provisions of 28 U.S.C. §§ 1441 and 1446, *et seq.*, in that it is a civil action between
24 citizens of different states and the matter in controversy exceeds the sum of \$75,000,
25 exclusive of interest and costs because Plaintiff seeks damages in excess of that amount. In
26 support of this Notice of Removal, Love states the following facts which entitle her to
27 remove:
28

1 **This Notice is Timely Filed**

2 1) The Complaint is the initial pleading setting forth the claims upon which this
3 action is based. Labrie served Love by substitute service in New York City on August 13,
4 2012 where Love resides in New York City.

5 2) A defendant's time to remove commences when the defendant receives a
6 copy of the complaint, through service or otherwise. 28 U.S.C. § 1446(b). Thus, this notice
7 is timely filed, as it is filed within 30 days of defendant Love's receipt of the Complaint
8 through service as required by 28 U.S.C. § 1446(b). A copy of the Proof of Service is
9 attached as **Exhibit B** (Love's personal address has been whited out except for the part that
10 identifies it as being in New York City).

11 **There Is Complete Diversity of Citizenship**

12 3) The Complaint fails to allege the citizenship of Love. Defendant Love is an
13 individual living in New York, New York and is a citizen of New York State. Declaration
14 of Courtney Love Cobain dated September 10, 2012 ("Cobain Decl."), ¶2, attached hereto.
15 Labrie also makes allegations against a number of Defendants named only as "Does 1
16 through 25, inclusive." The citizenship of these defendants may be disregarded for purposes
17 of removal. 28 U.S.C. § 1441(a).

18 4) Labrie is alleged to be a resident of the City of Vancouver, British Columbia,
19 Canada and is therefore a citizen of Canada. Complaint ¶1.

20 5) There is therefore complete diversity for removal purposes. *See Johnson*
21 *v. Columbia Properties Anchorage, LP*, 437 F.3d 894 (9th Cir. 2006).

22 **No Defendant Is a Citizen of California**

23 6) None of the Defendants is a citizen of California.

24 **The Amount in Controversy Requirement Is Satisfied**

25 7) Labrie's Complaint is silent as to the amount of damages sought. However,
26 several allegations make plain that the amount in controversy here exceeds the \$75,000
27 jurisdictional minimum of this Court -- it is facially apparent from the Complaint that the
28 claims likely exceed \$75,000. *Luckett v. Delta Airlines, Inc.*, 171 F. 3d 295 (5th Cir. 1999);

1 *White v. FCI USA, Inc.*, 319 F. 3d 672 (5th Cir. 2003) (a wrongful termination case). First,
 2 the Complaint ¶24, alleges that Love promised Labrie a "full ride" scholarship to Yale
 3 University, which, according to the Yale website means a promise valued in excess of
 4 \$160,000.00. Freundlich Dec., ¶2, Exhibit C. Second, the Complaint alleges wages and
 5 expenses owed that exceed \$27,000.00 based on the last alleged "invoice" Labrie provided
 6 to Love. Freundlich Dec. ¶3, Exhibit D. Third, the Complaint seeks attorneys fees and
 7 punitive damages as to the majority of the counts which will clearly exceed \$50,000
 8 making the total in controversy in excess of this Court's jurisdictional limits. *See* Freundlich
 9 Dec., ¶4. *See Bashir v. Boeing Co.*, 245 Fed.Appx. 574 (9th Cir. 2007) (removing party
 10 must show both diversity of citizenship and amount in controversy of at least \$75,000.00).

11 **Procedural Requirements Have Been Satisfied**

12 8) Love will promptly file a Notice of Filing Notice of Removal in the Superior
 13 Court and will promptly serve written notice of the filing of this Notice of Removal on
 14 counsel for plaintiff pursuant to 28 U.S.C. § 1446(d).

15 **Conclusion**

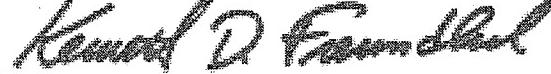
16 9) This action is one which may be removed to this Court by Love pursuant to
 17 28 U.S.C. §§ 1441 and 1332 in that (a) it is a civil action, (b) there is complete diversity of
 18 citizenship between Labrie and the named defendant, Love, (c) the amount in controversy
 19 exceeds \$75,000 and (d) all procedural requirements have been satisfied.

20 Dated: September 11, 2012

FREUNDLICH LAW

Kenneth D. Freundlich

By:



Kenneth D. Freundlich
 Attorneys for Defendant
 Courtney Love Cobain

1
2 **DEMAND FOR JURY**
3

4 Defendant hereby requests trial by jury of all issues and claims as permitted by law.
5

6 DATED: September 11, 2012
7

8 FREUNDLICH LAW
9

10 
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12 Kenneth D. Freundlich
13 Attorneys for Defendant Courtney
14 Love Cobain
15
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EXHIBIT A

1 Joshua D. Gruenberg (163281)
2 Susan M. Swan (241503)
3 LAW OFFICE OF
4 JOSHUA D. GRUENBERG
5 2169 FIRST AVENUE
6 SAN DIEGO, CALIFORNIA 92101-3542
7 TELEPHONE: (619) 230-1234
8 TELECOPIER: (619) 230-1074

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 10 2012

John A. Clarke, Executive Officer/Clerk
By _____ Deputy
SHAUNA WESLEY

9 Attorneys for Plaintiff,
10 JESSICA LABRIE

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES, WEST DISTRICT

13 JESSICA LABRIE, an individual,
14 Plaintiff,

Case No.

BC 488024

15 PLAINTIFF'S COMPLAINT FOR
16 DAMAGES BC 488024

- 17 1. WRONGFUL CONSTRUCTIVE
18 TERMINATION IN VIOLATION OF
19 PUBLIC POLICY;
20 2. WRONGFUL CONSTRUCTIVE
21 TERMINATION IN VIOLATION OF
22 PUBLIC POLICY;
23 3. WRONGFUL CONSTRUCTIVE
24 TERMINATION IN VIOLATION OF
25 PUBLIC POLICY;
26 4. FAILURE TO REIMBURSE
27 REASONABLE BUSINESS
28 EXPENSES;
29 5. FAILURE TO PAY WAGES;
30 6. FAILURE TO PAY OVERTIME;
31 7. FALSE PROMISE;
32 8. INTENTIONAL
33 MISREPRESENTATION;
34 9. NEGLIGENT
35 MISREPRESENTATION;
36 10. BREACH OF CONTRACT;
37 11. INTENTIONAL INFILCTION OF
38 EMOTIONAL DISTRESS.

[JURY TRIAL DEMANDED]

29 COMES NOW THE PLAINTIFF, alleging against Defendants as follows:

30 GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

- 31 1. Plaintiff JESSICA LABRIE (hereinafter "Plaintiff" or "LABRIE") is and at all times

- 1 herein mentioned was a resident of the city of Vancouver, British Columbia, Canada.
- 2 Plaintiff believes and thereon alleges that at all times herein mentioned, COURTNEY
- 3 LOVE COBAIN (hereinafter "LOVE COBAIN" or collectively "Defendants") is an
- 4 individual doing business in the State of California.
- 5 Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as
- 6 DOES 1 through 25 and therefore sues these Defendants by such fictitious names.
- 7 Plaintiff will amend this Complaint to allege the true names and capacities when they are
- 8 ascertained.
- 9 Plaintiff believes and thereon alleges that each fictitiously named Defendant is
- 10 responsible in some manner for the occurrences herein alleged and Plaintiff's injuries and
- 11 damages as herein alleged are directly, proximately and/or legally caused by Defendants
- 12 and all of their acts.
- 13 Plaintiff believes and thereon alleges that each of these Defendants named herein as
- 14 DOES are the agents, employers, representatives or employees of the other named
- 15 Defendants and when performing the acts alleged herein, were acting within the scope of
- 16 their agency, employment and/or representative capacity and are therefore responsible for
- 17 the acts complained of herein.
- 18 The tortious acts and omissions alleged to have occurred herein were performed by
- 19 management level employees.
- 20 The actions of Defendants, and each of them, against Plaintiff constitute unlawful
- 21 employment practices in violation of public policy, and caused, and will continue to
- 22 cause, Plaintiff loss of future earnings and employment.
- 23 As a further legal (proximate) result of the unlawful and intentional discriminatory actions
- 24 of Defendants, and each of their agents, against Plaintiff as alleged herein, Plaintiff has
- 25 been harmed in that she has suffered, and continues to suffer, emotional pain, humiliation,
- 26 mental anguish, loss of enjoyment of life, and emotional distress.
- 27 Defendants, and each of them, committed these acts alleged herein maliciously,
- 28 fraudulently, and oppressively, and with the wrongful intention of injuring Plaintiff, and

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1 acted with an improper and evil motive amounting to malice or despicable conduct.

2 Alternatively, Defendants' wrongful conduct was carried out with a conscious disregard
3 for Plaintiff's rights.

- 4 10. Defendants' conduct warrants the assessment of punitive damages in an amount sufficient
5 to punish Defendants and deter others from engaging in similar conduct.
6 11. Plaintiff seeks compensatory damages, punitive damages, costs of suit herein, and
7 attorney's fees.
8

9

10 SPECIFIC FACTUAL ALLEGATIONS

- 11 12. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
12 the preceding paragraphs as though fully set forth herein.
13 13. Plaintiff is a 33 year old female.
14 14. On or about June 14, 2010, Defendant hired Plaintiff as an Administrative Assistant and
15 Forensic Research Aide, and on that day they commenced their employment relationship.
16 15. Plaintiff's duties and responsibilities included conducting research, preparing written
17 reports, creating document organizational systems, and providing assistance with LOVE
18 COBAIN'S everyday activities.
19 16. LOVE COBAIN lived and worked in the County of Los Angeles, California.
20 17. At the commencement of Plaintiff's employment, Plaintiff's stated wage was \$30.00 per
21 hour, plus expenses and bonuses.
22 18. Throughout her employment, Plaintiff performed the duties of her work assignments in a
23 capable and competent manner, as recognized by LOVE COBAIN.
24 19. Plaintiff often worked more than sixty hours per week.
25 20. Plaintiff was not paid overtime.
26 21. LOVE COBAIN directed Plaintiff to hire a computer hacker.
27 a. Plaintiff reasonably believed that hacking is illegal.
28 b. Plaintiff refused to follow LOVE COBAIN'S direction.
22. LOVE COBAIN directed Plaintiff to send fake legal correspondence.

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a. Plaintiff reasonably believed that creating or sending fake legal correspondence is illegal.

b. Plaintiff refused to follow LOVE COBAIN'S direction.

23. LOVE COBAIN promised that she would provide Plaintiff a "full ride" scholarship to
Yale University.

24 LOVE COBAIN did not provide Plaintiff a "full ride" scholarship to Yale University.

8 | 25 I LOVE COBAIN promised that she would pay Plaintiff bonuses.

8 26 LOVE COBAIN did not pay Plaintiff bonuses.

10 27. LOVE COBAIN promised that she would provide Plaintiff a position on the set of an
11 upcoming Nirvana biopic.

12 28. LOVE COBAIN did not provide Plaintiff a position on the set of an upcoming Nirvana
13 biopic.

14 29. LOVE COBAIN promised that she would promote Plaintiff.

15 30. LOVE COBAIN did not promote Plaintiff.

16 31. LOVE COBAIN promised that she would provide Plaintiff a job with her music
17 management company.

18 32. LOVE COBAIN did not provide Plaintiff a job with her music management company.

19 33. In or around February 2011, LOVE COBAIN failed to pay Plaintiff the wages and
20 expenses that were due and owing to her.

21 | 34. On or about May 9, 2011, LOVE COBAIN paid Plaintiff less than one-third of the wages
22 | earned and expenses incurred by Plaintiff.

23 | 35. Plaintiff notified LOVE COBAIN that she had not been fully compensated.

24 36. In or around Late May 2011, LOVE COBAIN paid Plaintiff five thousand dollars, yet still
25 owed Plaintiff earned wages and incurred expenses.

26 37. In or around May 2011, LOVE COBAIN directed Plaintiff to take multiple business trips.

27 38. Plaintiff followed LOVE COBAIN'S directions.

28 | 39. Plaintiff incurred substantial business expenses during the business trips, including travel
costs.

- 1 40. Plaintiff had incurred other business expenses during her employment for LOVE
2 COBAIN, including telephone bills.
- 3 41. On or about June 11, 2011, LOVE COBAIN notified Plaintiff that she would soon pay
4 Plaintiff the wages and expenses owed.
- 6 42. Plaintiff notified LOVE COBAIN that she could not continue working unless she received
7 the wages and expenses owed to her.
- 8 43. LOVE COBAIN and her business manager told Plaintiff that they would immediately
9 wire the wages and expenses to Plaintiff.
- 10 44. Soon thereafter, Sam Lufti, one of LOVE COBAIN'S new business management
11 employees, told Plaintiff that her disbursements were "too frequent" and she would "have
12 to wait" or words to that effect.
- 13 45. On or about June 27, 2011, Plaintiff faxed a letter to LOVE COBAIN, detailing all of the
14 tasks Plaintiff had completed for LOVE COBAIN, and requesting payment. Plaintiff
15 stated that she would be forced to resign if she was not paid the wages she had earned and
16 the expenses she had incurred.
- 17 46. On or about July 1, 2011, LOVE COBAIN'S new assistant, Zoe Louise Brooks, attempted
18 to negotiate Plaintiff's agreed-upon and earned wages and incurred expenses.
- 19 47. On or about July 5, 2011, Brooks sent Plaintiff a list of tasks that LOVE COBAIN wanted
20 Plaintiff to complete.
- 21 48. Brooks told Plaintiff that LOVE COBAIN could only afford to pay Plaintiff \$2,000.
- 22 49. Plaintiff was owed more than \$2,000 in earned wages and incurred expenses.
- 23 50. On or about June 27, 2011, Plaintiff was forced to resign.
- 24 51. Plaintiff's mental and physical health has suffered because of Defendant's conduct,
25 including, but not limited to, headaches, insomnia, depression, and anxiety.
- 26 52. On Plaintiff's information and belief, a motivating factor for Plaintiff's constructive
27 termination is her reporting of, complaining about, and other opposition to fraudulent,
28 unlawful, and unethical acts, including her complaints about her unpaid wages and unpaid
expenses.

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1 53. On Plaintiff's information and belief, a motivating factor for Plaintiff's constructive
2 termination is her reporting of, complaining about, and other opposition to fraudulent,
3 unlawful, and unethical acts, including her refusal to hire a computer hacker.
4 54. On Plaintiff's information and belief, a motivating factor for Plaintiff's constructive
5 termination is her reporting of, complaining about, and other opposition to fraudulent,
6 unlawful, and unethical acts, including her refusal to send fake legal correspondence.
7 55. On Plaintiff's information and belief, at the time of her unlawful termination, she had not
8 yet been reimbursed by LOVE COBAIN for all reasonably incurred business expenses.
9 56. On Plaintiff's information and belief, at the time of her unlawful termination, she had not
10 yet been reimbursed by LOVE COBAIN for all earned wages.

FIRST CAUSE OF ACTION

**WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC
POLICY**

(Cal. Labor Code §201 et seq.; Cal. Labor Code §2802)

17. 57. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
18. the preceding paragraphs as though fully set forth herein.

19. 58. In taking the adverse actions against Plaintiff, herein alleged, Defendant created a hostile
20. work environment; a work environment rife with harassment, retaliation, and
21. discrimination, as set forth herein, such that Plaintiff had no reasonable choice but to
22. leave her job with Defendant. Indeed, no reasonable woman in Plaintiff's shoes would
23. have remained employed with Defendant under working conditions described herein.

24. 59. Plaintiff believes and thereon alleges that her refusal to commit fraudulent, unlawful, and
25. unethical acts, including her complaints about her unpaid wages and unreimbursed
26. business expenses, was a motivating factor in Defendant's adverse actions directed
27. against her as set forth herein. Such actions are unlawful, and retaliatory, and have
28. resulted in damage and injury to Plaintiff, as alleged herein.

29. 60. Defendant's conduct in terminating Plaintiff's employment on the basis of her opposition

to fraudulent, unlawful, and unethical acts violated the public policy of the State of California. *Tamony v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167.

- 3 61. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
4 sustained and continues to sustain substantial losses in earnings, employment benefits,
5 employment opportunities, and Plaintiff has suffered other economic losses in an amount
6 to be determined at time of trial. Plaintiff has sought to mitigate these damages.
7

8 62. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
9 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
10 mental and physical pain and anguish, all to her damage in a sum to be established
11 according to proof.

12 63. As a result of Defendant's deliberate, outrageous, despicable conduct, Plaintiff is entitled
13 to recover punitive and exemplary damages in an amount commensurate with Defendant's
14 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

15 64. In addition to such other damages as may properly be recovered herein, Plaintiff is
16 entitled to recover prevailing party attorney's fees.

SECOND CAUSE OF ACTION

WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY

(Cal. Penal Code §502 et seq.)

- 22 65. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
23 the preceding paragraphs as though fully set forth herein.
24 66. In taking the adverse actions against Plaintiff, herein alleged, Defendant created a hostile
25 work environment; a work environment rife with harassment, retaliation, and
26 discrimination, as set forth herein, such that Plaintiff had no reasonable choice but to
27 leave her job with Defendant. Indeed, no reasonable woman in Plaintiff's shoes would
28 have remained employed with Defendant under working conditions described herein.
67. Plaintiff believes and thereon alleges that her refusal to commit fraudulent, unlawful, and

unethical acts, including her refusal to hire a computer hacker, in violation of California Penal Code § 502, *et seq.*, was a motivating factor in Defendant's adverse actions directed against her as set forth herein. Such actions are unlawful, and retaliatory, and have resulted in damage and injury to Plaintiff, as alleged herein.

6. 68. Defendant's conduct in terminating Plaintiff's employment on the basis of her opposition
7 to fraudulent, unlawful, and unethical acts violated the public policy of the State of
8 California. *Tamony v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167.

9. 69. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
10 sustained and continues to sustain substantial losses in earnings, employment benefits,
11 employment opportunities, and Plaintiff has suffered other economic losses in an amount
12 to be determined at time of trial. Plaintiff has sought to mitigate these damages.

13. 70. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
14 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
15 mental and physical pain and anguish, all to her damage in a sum to be established
16 according to proof.

17. 71. As a result of Defendant's deliberate, outrageous, despicable conduct, Plaintiff is entitled
18 to recover punitive and exemplary damages in an amount commensurate with Defendant's
19 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

20. 72. In addition to such other damages as may properly be recovered herein, Plaintiff is
21 entitled to recover prevailing party attorney's fees.

THIRD CAUSE OF ACTION

WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY

(Cal. Penal Code, §§470, 484; Cal. Civil Code, §§ 1572, 1710)

- 27 73. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
28 the preceding paragraphs as though fully set forth herein.

74. In taking the adverse actions against Plaintiff, herein alleged, Defendant created a hostile

1 work environment; a work environment rife with harassment, retaliation, and
2 discrimination, as set forth herein, such that Plaintiff had no reasonable choice but to
3 leave her job with Defendant. Indeed, no reasonable woman in Plaintiff's shoes would
4 have remained employed with Defendant under working conditions described herein.

5 75. Plaintiff believes and thereon alleges that her refusal to commit fraudulent, unlawful, and
6 unethical acts, including her refusal to send fake legal correspondence, in violation of Cal.
7 Penal Code, §§470, 484 and Cal. Civil Code, §§ 1572, 1710, was a motivating factor in
8 Defendant's adverse actions directed against her as set forth herein. Such actions are
9 unlawful, and retaliatory, and have resulted in damage and injury to Plaintiff, as alleged
10 herein.

11 76. Defendant's conduct in terminating Plaintiff's employment on the basis of her opposition
12 to fraudulent, unlawful, and unethical acts violated the public policy of the State of
13 California. *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167.

14 77. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
15 sustained and continues to sustain substantial losses in earnings, employment benefits,
16 employment opportunities, and Plaintiff has suffered other economic losses in an amount
17 to be determined at time of trial. Plaintiff has sought to mitigate these damages.

18 78. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
19 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
20 mental and physical pain and anguish, all to her damage in a sum to be established
21 according to proof.

22 79. As a result of Defendant's deliberate, outrageous, despicable conduct, Plaintiff is entitled
23 to recover punitive and exemplary damages in an amount commensurate with Defendant's
24 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

25 80. In addition to such other damages as may properly be recovered herein, Plaintiff is
26 entitled to recover prevailing party attorney's fees.

27 28 ///

29 ///

1 FOURTH CAUSE OF ACTION

2 FAILURE TO REIMBURSE REASONABLE BUSINESS EXPENSES

3 (Cal. Labor Code §2802)

- 4 81. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
5 the preceding paragraphs as though fully set forth herein.
- 6 82. Under California Labor Code §2802, an employer shall indemnify his or her employee for
7 all necessary expenditures or losses incurred by the employee in direct consequence of the
8 discharge of his or her duties, or of his or her obedience to the directions of the employer,
9 even though unlawful, unless the employee, at the time of obeying the directions, believed
10 them to be unlawful.
- 11 83. As set forth above, LOVE COBAIN failed to fully reimburse Plaintiff for her reasonable
12 business expenses.
- 13 84. Plaintiff is entitled to recovery of the full amount of the reimbursements due to her,
14 including interest thereon.
- 15 85. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
16 sustained and continues to sustain substantial losses in earnings, employment benefits,
17 employment opportunities, and Plaintiff has suffered other economic losses in an amount
18 to be determined at time of trial. Plaintiff has sought to mitigate these damages.
- 19 86. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
20 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
21 mental and physical pain and anguish, all to her damage in a sum to be established
22 according to proof.
- 23 87. As a result of Defendant's deliberate, outrageous, despicable conduct, Plaintiff is entitled
24 to recover punitive and exemplary damages in an amount commensurate with Defendant's
25 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.
- 26 88. In addition to such other damages as may properly be recovered herein, Plaintiff is
27 entitled to recover prevailing party attorney fees.

28 ///

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FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES

(Cal. Labor Code §201 *et seq.*)

- 4 89. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
5 the preceding and subsequent paragraphs as though fully set forth herein.
6
7 90. Defendant, as stated herein, did not compensate Plaintiff for all of her hours worked.
8 91. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
9 sustained and continues to sustain substantial losses in earnings, employment benefits,
10 employment opportunities, and Plaintiff has suffered other economic losses in an amount
11 to be determined at time of trial. Plaintiff has sought to mitigate these damages.
12 92. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
13 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
14 mental and physical pain and anguish, all to her damage in a sum to be established
15 according to proof.
16 93. As a result of Defendant's deliberate, outrageous, despicable conduct, Plaintiff is entitled
17 to recover punitive and exemplary damages in an amount commensurate with Defendant's
18 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.
19 94. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled
20 to recover prevailing party attorney fees.

SIXTH CAUSE OF ACTION

FAILURE TO PAY OVERTIME PAY

(Cal. Labor Code §510)

- 25 95. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
26 preceding paragraphs as though fully set forth herein.
27 96. Under California Labor Code §510, employers must compensate employees for working
28 more than eight hours per day, or more than forty hours per week.
97. Defendant is, and all times relevant hereto was, an employer within the meaning of and

subject to California Labor Code §200 et seq.

2 98. Defendant willfully failed to pay Plaintiff overtime compensation. As a result, Defendant
3 violated California Labor Code §501.

4 99. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
5 sustained and continues to sustain substantial losses in earnings, employment benefits,
6 employment opportunities, and Plaintiff has suffered other economic losses in an amount
7 to be determined at time of trial. Plaintiff has sought to mitigate these damages.
8

9 100. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
10 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
11 mental and physical pain and anguish, all to her damage in a sum to be established
12 according to proof.

13 101. As a result of Defendant's deliberate, outrageous, despicable conduct, Plaintiff is entitled
14 to recover punitive and exemplary damages in an amount commensurate with Defendant's
15 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

16 102. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled
17 to recover prevailing party attorney fees.

SEVENTH CAUSE OF ACTION

FALSE PROMISE

21 103. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
22 preceding and subsequent paragraphs as though fully set forth herein.

23 104. Defendant promised Plaintiff that she would provide Plaintiff a position on the set of an
24 upcoming Nirvana biopic, provide Plaintiff a “full ride” scholarship to Yale University,
25 pay Plaintiff bonuses, promote Plaintiff, and provide Plaintiff a position with her music
26 management company.

27 | 105 Defendant's promises were important to Defendant's employment of Plaintiff.

as 106 Defendant did not intend to perform the promises when made.

¹⁰⁷ Defendant intended that Plaintiff rely on the promises.

- 1 108. Plaintiff reasonably relied on Defendant's promises.
- 2 109. Defendant did not perform the promised acts.
- 3 110. As a result of Defendant's conduct, Plaintiff was harmed. Plaintiff's reliance on
4 Defendant's promises was a substantial factor in causing her harm.
- 5 111. Defendant committed the acts alleged herein maliciously, fraudulently, and oppressively,
6 and with the wrongful intention of injuring Plaintiff, and acted with an improper and evil
7 motive amounting to malice or despicable conduct. Alternatively, Defendant's wrongful
8 conduct was carried out with a conscious disregard for Plaintiff's rights.
- 9 112. As a result of Defendant's deliberate, outrageous, and/or despicable conduct, Plaintiff is
10 entitled to recover punitive and exemplary damages in an amount commensurate with each
11 of Defendant's wrongful acts and sufficient to punish and deter future similar
12 reprehensible conduct.
- 13 113. Plaintiff has incurred and continue to incur legal expenses and attorney's fees in
14 connection with this action.
- 15

16

17 **EIGHTH CAUSE OF ACTION**

18 **INTENTIONAL MISREPRESENTATION**

- 19 114. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
20 preceding and subsequent paragraphs as though fully set forth herein.
- 21 115. Defendant represented to Plaintiff that an important fact(s) was true. Defendant
22 represented to Plaintiff that she would provide Plaintiff a position on the set of an
23 upcoming Nirvana biopic, provide Plaintiff a "full ride" scholarship to Yale University,
24 pay Plaintiff bonuses, promote Plaintiff, and provide Plaintiff a position with her music
25 management company.
- 26 116. Defendant's representations were false.
- 27 117. Defendant knew the representations were false when made, or made the representations
28 recklessly and without regard for their truth.
118. Defendant intended that Plaintiff rely on the representations.

- 1 119. Plaintiff reasonably relied on Defendant's representations and thus, Plaintiff was harmed.
- 2 120. Plaintiff's reliance on Defendant's representations was a substantial factor in causing her
3 harm.
- 4 121. Defendant committed the acts alleged herein maliciously, fraudulently, and oppressively,
6 and with the wrongful intention of injuring Plaintiff, and acted with an improper and evil
7 motive amounting to malice or despicable conduct. Alternatively, Defendant's wrongful
8 conduct was carried out with a conscious disregard for Plaintiff's rights.
- 9 122. As a result of Defendant's deliberate, outrageous, and/or despicable conduct, Plaintiff is
10 entitled to recover punitive and exemplary damages in an amount commensurate with each
11 of Defendant's wrongful acts and sufficient to punish and deter future similar
12 reprehensible conduct.
- 13 123. Plaintiff has incurred and continues to incur legal expenses and attorney's fees in
14 connection with this action.

15

16 **NINTH CAUSE OF ACTION**

17 **NEGLIGENT MISREPRESENTATION**

- 18 124. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
19 preceding and subsequent paragraphs as though fully set forth herein.
- 20 125. Defendant represented to Plaintiff that an important fact(s) was true. Defendant
21 represented to Plaintiff that she would provide Plaintiff a position on the set of an
22 upcoming Nirvana biopic, provide Plaintiff a "full ride" scholarship to Yale University,
23 pay Plaintiff bonuses, promote Plaintiff, and provide Plaintiff a position with her music
24 management company.
- 25 126. Defendant's representations were not true.
- 26 127. Defendant had no reasonable grounds for believing the representations were true when she
27 made them.
- 28 128. Defendant intended that Plaintiff rely on the representations.
129. Plaintiff reasonably relied on Defendant's representations.

LAW OFFICE OF
JOSHUA D. GRUENBERG
2169 FIRST AVENUE
SAN DIEGO, CALIFORNIA 92101

130. Plaintiff was harmed and Plaintiff's reliance on Defendant's representations was a
2 substantial factor in causing her harm.
131. Plaintiff has incurred and continues to incur legal expenses and attorney's fees in
4 connection with this action.

6
7 **TENTH CAUSE OF ACTION**

8 **BREACH OF CONTRACT**

- 9 132. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
10 preceding and subsequent paragraphs as though fully set forth herein.
- 11 133. Plaintiff and Defendant entered into a contract in or around June 14, 2010.
- 12 134. Under the contract, Defendant agreed to pay Plaintiff thirty dollars per hour.
- 13 135. Plaintiff did all, or substantially all, of the significant things that the contract required of
14 her.
- 15 136. All conditions required by the contract for Defendant's performance had occurred.
- 16 137. Defendant did not pay Plaintiff all of the wages due to her, in violation of the contract, and
17 Plaintiff was harmed by such failure.
- 18 138. Plaintiff has incurred and continues to incur legal expenses and attorney's fees in
19 connection with this action.

20
21 **ELEVENTH CAUSE OF ACTION**

22 **INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS**

- 23 139. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
24 preceding paragraphs as though fully set forth herein.
- 25 140. Defendant's intentional conduct, as set forth herein, was extreme and outrageous.
26 Defendant intended to cause Plaintiff to suffer extreme emotional distress. Plaintiff did
27 suffer extreme emotional distress.
- 28 141. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
sustained and continues to sustain substantial losses in reputation, promotions, and other

1 employment opportunities."

2 142. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has
3 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
4 mental and physical pain and anguish, all to her damage in a sum to be established
5 according to proof.

7
8 WHEREFORE, Plaintiff prays for the following relief:

- 9 1. For compensatory damages, including loss of promotional opportunities and other
10 opportunities of employment, according to proof;
- 11 2. For special damages, including unpaid wages and unpaid expenses, in an amount
12 according to proof;
- 13 3. For punitive damages in an amount necessary to make an example of and to punish
14 defendants, and to deter future similar misconduct;
- 15 4. For mental and emotional distress damages;
- 16 5. For an award of attorney's fees pursuant to Cal. Labor Code §218.5 *et seq.*;
- 17 6. For costs of suit herein;
- 18 7. For an award of interest, including prejudgment interest, at the legal rate;
- 19 8. For such other and further relief as the Court deems proper and just under all the
20 circumstances.

21
22 PLAINTIFF JESSICA LABRIE demands a jury trial on all issues in this case.

23
24 DATED: June 19, 2012

LAW OFFICE OF JOSHUA D. GRUENBERG

25 JOSHUA D. GRUENBERG
26 SUSAN M. SWAN
27 Attorneys for Plaintiff,
28 JESSICA LABRIE

EXHIBIT B

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)

COURT USE ONLY

JOSHUA D. GRUENBERG, ESQ.
 THE LAW OFFICES OF JOSHUA GRUENBERG
 2169 FIRST AVE SAN DIEGO, CA 92101

SBN: SB# 163281

TELEPHONE NO.: (619) 230-1234

FAX NO. (Optional): (619) 230-1074

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): Plaintiff: JESSICA LABRIE

LOS ANGELES COUNTY SUPERIOR COURT

STREET ADDRESS: 111 NORTH HILL ST.

MAILING ADDRESS:

CITY AND ZIP CODE: LOS ANGELES, CA 90012

BRANCH NAME: CENTRAL DISTRICT

PLAINTIFF/PETITIONER: JESSICA LABRIE

CASE NUMBER:

BC488024

DEFENDANT/RESPONDENT: COURTNEY LOVE COBAIN

Ref. No. or File No.:

LABRIE

PROOF OF SERVICE OF SUMMONS

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of:

- summons
- complaint
- Alternative Dispute Resolution (ADR) package
- Civil Case Cover Sheet (served in complex cases only)
- cross-complaint
- other (specify documents):

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION;
 NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE; NOTICE OF CASE
 MANAGEMENT CONFERENCE; COUNTY OF LOS ANGELES DISPUTE
 RESOLUTION PROGRAM ACT (DRPA) PROVIDERS

3. a. Party served (specify name of party as shown on documents served):

COURTNEY LOVE COBAIN, an individual

b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):

4. Address where the party was served:

New York, NY 10012

I served the party (check proper box)

a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):b. by substituted service. On (date): 08/13/2012 at (time): 12:43 pm I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
 "JOHN DOE" - 40 yrs/Black/Male/ Brown eyes/ Bald head/ 5'10"/ 200 lbs - (APARTMENT- DOORMAN)(1) (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him of her of the general nature of the papers.(2) (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.(3) (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him of her of the general nature of the papers.(4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., §415.20). I mailed the documents on (date): from (city): or a declaration of mailing is attached.(5) I attach a declaration of diligence stating actions taken first to attempt personal service.

PETITIONER: JESSICA LABRIE

RESPONDENT: COURTNEY LOVE COBAIN

BC488024

c. by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

(1) on (date):

(2) from (city):

(3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgement of Receipt.) (Code Civ. Proc., § 415.30.)(4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)d. by other means (specify means of service and authorizing code section): Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
 b. as the person sued under the fictitious name of (specify):
 c. as occupant.
 d. On behalf of (specify):

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. Person who served papers

a. Name: PERRY LUQUIS - Diversified Legal Services, Inc.

b. Address: 4665 Park Blvd San Diego, CA 92116

c. Telephone number: (619) 260-8224

d. The fee for service was: \$ 87.50

e. I am:

- (1) not a registered California process server.
 (2) exempt from registration under Business and Professions Code section 22350(b).
 (3) registered California process server:
 (i) owner employee independent contractor.
 (ii) Registration No.:
 (iii) County: STATE PROCESS SERVER

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

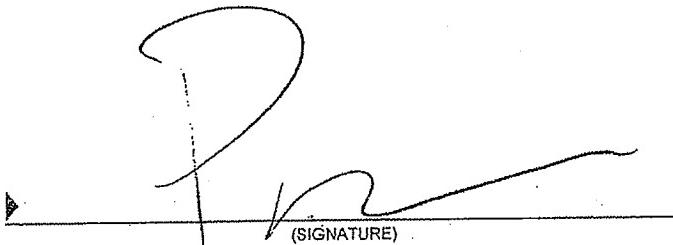
Date: 08/13/2012



Diversified Legal Services, Inc.
 4665 Park Blvd
 San Diego, CA 92116
 (619) 260-8224

PERRY LUQUIS

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)


 (SIGNATURE)

JOSHUA D. GRUENBERG, ESQ.
THE LAW OFFICES OF JOSHUA GRUENBERG
2169 FIRST AVE SAN DIEGO, CA 92101
Attorney For: Plaintiff

TELEPHONE NO.: (619) 230-1234

FAX NO. (Optional): (619) 230-1074

E-MAIL ADDRESS (Optional):

LOS ANGELES COUNTY SUPERIOR COURT

STREET ADDRESS: 111 NORTH HILL ST.

MAILING ADDRESS:

CITY AND ZIP CODE: LOS ANGELES, CA 90012

BRANCH NAME: CENTRAL DISTRICT

PLAINTIFF(name each): **JESSICA LABRIE**DEFENDANT(name each): **COURTNEY LOVE COBAIN**CASE NUMBER:
BC488024**DECLARATION OF DILIGENCE**

I received the within process on July 23, 2012 and that after due and diligent effort I have been able to serve said person. The following itemization of the dates and times of attempts details the efforts required to effect personal service. Additional costs for diligence are recoverable under CCP §1033.5 (a)(4)(B).

Servee: **COURTNEY LOVE COBAIN, an individual**

Documents: **Summons;Complaint;Alternative Dispute (ADR) package;Civil Case Cover Sheet (served in complex cases only);CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE; NOTICE OF CASE MANAGEMENT CONFERENCE; COUNTY OF LOS ANGELES DISPUTE RESOLUTION PROGRAM ACT (DRPA) PROVIDERS**

As enumerated below:

07/28/2012 – 10:00 am

New York, NY 10012

Not In. (Per doorman, the "Subject" is in the)

07/30/2012 – 07:30 am

New York, NY 10012

Not In. (Per doorman, the "Subject" is in the)

07/31/2012 – 06:34 pm

New York, NY 10012

Not In. (Per doorman, the "Subject" is in the)

08/01/2012 – 03:02 pm

New York, NY 10012

Not In. (Per doorman, the "Subject" is in the)

08/06/2012 – 10:10 am

New York, NY 10012

Not In. (Spoke with Hershey, the house manager, via telephone who stated the following "I am allowed to accept all deliveries on behalf of Ms. Cobain except legal documents.")

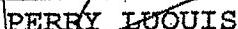
Continued on Next Page

Fee for Service: \$ 87.50

County: STATE PROCESS SERVER
Registration No.:
Diversified Legal Services, Inc.
4665 Park Blvd
San Diego, CA 92116
(619) 260-8224

I declare under penalty of perjury under the laws of the State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on August 13, 2012.

Signature: _____



JOSHUA D. GRUENBERG, ESQ.
THE LAW OFFICES OF JOSHUA GRUENBERG
2169 FIRST AVE SAN DIEGO, CA 92101
Attorney For: Plaintiff

TELEPHONE NO.: (619) 230-1234

FAX NO. (Optional): (619) 230-1074

E-MAIL ADDRESS (Optional):

LOS ANGELES COUNTY SUPERIOR COURT

STREET ADDRESS: 111 NORTH HILL ST.

MAILING ADDRESS:

CITY AND ZIP CODE: LOS ANGELES, CA 90012

BRANCH NAME: CENTRAL DISTRICT

PLAINTIFF(name each): **JESSICA LABRIE**DEFENDANT(name each): **COURTNEY LOVE COBAIN**

CASE NUMBER:

BC488024

DECLARATION OF DILIGENCE

I received the within process on July 23, 2012 and that after due and diligent effort I have been able to serve said person. The following itemization of the dates and times of attempts details the efforts required to effect personal service. Additional costs for diligence are recoverable under CCP §1033.5 (a)(4)(B).

Servee: **COURTNEY LOVE COBAIN**, an individual

Documents: Summons;Complaint;Alternative Dispute (ADR) package;Civil Case Cover Sheet (served in complex cases only);CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE; NOTICE OF CASE MANAGEMENT CONFERENCE; COUNTY OF LOS ANGELES DISPUTE RESOLUTION PROGRAM ACT (DRPA) PROVIDERS

As enumerated below:

Continued from Previous Page

08/13/2012 – 12:43 pm

New York, NY 10012

Not In. (Per doorman, who released to allow the server to gain access to

); - SUBSTITUTE SERVICE.

Fee for Service: \$ 87.50

County: STATE PROCESS SERVER

Registration No.:

Diversified Legal Services, Inc.
4665 Park Blvd
San Diego, CA 92116
(619) 260-8224

I declare under penalty of perjury under the laws of the State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on August 13, 2012.

Signature: _____

BERRY LIQUIS

DECLARATION OF DILIGENCE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number and address)

JOSHUA D. GRUENBERG, ESQ.

THE LAW OFFICES OF JOSHUA GRUENBERG

2169 FIRST AVE SAN DIEGO, CA 92101

SBN: SB# 163281

TELEPHONE NO.: (619) 230-1234

FAX NO.(Optional): (619) 230-1074

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): Plaintiff: JESSICA LABRIE

LOS ANGELES COUNTY SUPERIOR COURT

STREET ADDRESS: 111 NORTH HILL ST.

MAILING ADDRESS:

CITY AND ZIP CODE: LOS ANGELES, CA 90012

BRANCH NAME: CENTRAL DISTRICT

PLAINTIFF/PETITIONER: JESSICA LABRIE

CASE NUMBER:

BC488024

DEFENDANT/RESPONDENT: COURTNEY LOVE COBAIN

Ref. No. or File No.:

LABRIE

PROOF OF SERVICE BY MAIL

am a citizen of the United States and employed in the County of San Diego, State of California. I am over the age of 18 and of a party to the within action. My business address is 4665 Park Blvd, San Diego, CA 92116.

In August 13, 2012, after substituted service under section CCP 415.20(a) or 415.20(b) or FRCIV.P 4(d)(1) was made, I mailed copies of the:

Summons;Complaint;Alternative Dispute (ADR) package;Civil Case Cover Sheet (served in complex cases only);CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE; NOTICE OF CASE MANAGEMENT CONFERENCE; COUNTY OF LOS ANGELES DISPUTE RESOLUTION PROGRAM ACT (DRPA) PROVIDERS

the defendant in said action by placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at SAN DIEGO, CA 92116, California, addressed as follows:

COURTNEY LOVE COBAIN, an individual

New York, NY 10012

I am familiar with the firm's practice for collection and processing of documents for mailing. Under that practice, it would be deposited within the United States Postal Service, on that same day, with postage thereon fully prepaid at SAN DIEGO, CA 92116, California in the ordinary course of business.

Fee for Service: 87.50

DIVERSIFIED LEGAL SERVICES, INC
4665 PARK BLVD
SAN DIEGO, CA 92116
(619) 260-8224

I declare under penalty of perjury under the laws of the State of California that the foregoing information contained in the return of service and statement of service fees is true and correct and that this declaration was executed on August 13, 2012.

Signature:

KEVIN S. GILBERT

PROOF OF SERVICE BY MAIL

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge George King and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

CV12- 7793 GHK (JCGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:



Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012



Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516



Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) JESSICA LABRIE, an individual		DEFENDANTS COURNTEY LOVE COBAIN				
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Joshua D. Gruenberg, Susan M. Swan, L/O Joshua D. Gruenberg, 2169 First Avenue, San Diego, CA 92101-3542		Attorneys (If Known) Kenneth D. Freundlich (SBN119806), FREUNDLICH LAW, 16133 Ventura Boulevard, Suite 1270 Encino, California 91436 Ph: (818) 377-3790				
II. BASIS OF JURISDICTION (Place an X in one box only.)		III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)				
<input type="checkbox"/> U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	Citizen of This State	PTF DEF <input type="checkbox"/> 1 <input type="checkbox"/> 1 Incorporated or Principal Place of Business in this State	PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4		
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State	<input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2 Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5		
		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6		
IV. ORIGIN (Place an X in one box only.)						
<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify): _____	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)		<input checked="" type="checkbox"/> MONEY DEMANDED IN COMPLAINT: \$ no specific amount				
CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 USC Section 1441, et seq.						
VII. NATURE OF SUIT (Place an X in one box only.)						
OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR	
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL PROPERTY	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation	
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> PROPERTY RIGHTS	
<input type="checkbox"/> 490 Cable/Sat TV.	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 820 Copyrights	
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 830 Patent	
<input type="checkbox"/> 850 Securities/Commodities/ Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 840 Trademark	
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> SOCIAL SECURITY	
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 861 HIA (1395ff)	
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> REAL PROPERTY	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 862 Black Lung (923)	
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> IMMIGRATION	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 863 DIWC/DIWV (405(g))	
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 462 Naturalization Application			<input type="checkbox"/> 864 SSID Title XVI	
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee			<input type="checkbox"/> 865 RSI (405(g))	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> FEDERAL TAX SUITS	
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	

CV12-7793

FOR OFFICE USE ONLY: Case Number:

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
 If yes, list case number(s) _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
 If yes, list case number(s) _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply)
- A. Arise from the same or closely related transactions, happenings, or events; or
 - B. Call for determination of the same or substantially related or similar questions of law and fact; or
 - C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 - D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California, or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
	JESSICA LABRIE--CANADA

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

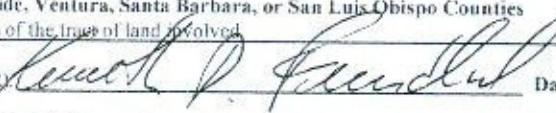
County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
	COURNEY LOVE COBAIN, New York, New York

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
	CANADA

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER)  Date September 11, 2012

Notice to Counsel/Parties: The CV-71 (IS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended, plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))